

# **EXHIBIT A**

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8 Attorneys for Plaintiff and the Class

9  
10 [Additional counsel appearing on signature page]

11 **UNITED STATES DISTRICT COURT**  
12 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

13 **Edwardo Munoz**, individually and on  
14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 **7-Eleven, Inc.**, a Texas corporation,

18 Defendant.

Case No. 2:18-cv-03893-RGK-AGR

**DECLARATION OF STEVEN L. WOODROW**

Judge: Hon. R. Gary Klausner

Date: November 4, 2019

Time: 9:00 a.m.

Judge: Hon. R. Gary Klausner

Courtroom: 850

Complaint Filed: May 9, 2018

1 I, Steven L. Woodrow declare as follows:

2 1. I am over the age of eighteen (18), and am one of the attorneys for the  
3 plaintiff and the Class in this matter. I make this declaration in support of Plaintiff's  
4 Motion for Award of Reasonable Attorneys' Fees, Expenses, and Incentive Award in  
5 connection with the class action settlement agreement reached in the above  
6 captioned litigation.

7 2. I am able to testify to the matters set forth herein if called upon to do so.  
8 I make the following statements based upon my own personal knowledge and based  
9 on facts learned during the litigation of this case.

10 ***Class Counsel's Pre-Suit Investigation***

11 3. In February 2018, Plaintiff Edwardo Munoz ("Plaintiff" or "Munoz")  
12 contacted Class Counsel to discuss his legal rights and potential remedies following  
13 his termination from Defendant 7-Eleven, Inc. ("Defendant" or "7-Eleven").

14 4. Thereafter, Class Counsel conducted a pre-suit investigation to evaluate  
15 Munoz's potential claims.

16 5. The investigation began by interviewing Munoz regarding his  
17 employment with 7-Eleven and subsequent termination. This involved a series of  
18 conversations, including telephone calls and email communications.

19 6. On March 9, 2018, Class Counsel sent a letter to 7-Eleven requesting all  
20 documents contained in Munoz's employment file.

21 7. On March 30, 2018, 7-Eleven responded and provided part of Munoz's  
22 employment file. The documents produced included Plaintiff's new-hire paperwork,  
23 including the Disclosure Regarding Background Investigation.

24 8. After receiving the documents related to Munoz's employment, our  
25 team of lawyers undertook an extensive investigation regarding 7-Eleven's  
26 employment of Munoz. The investigation included reviewing all of the documents  
27 provided by 7-Eleven and by Plaintiff Munoz. The investigation also included a

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1 series of follow-up interviews with Plaintiff Munoz regarding his experience with 7-  
2 Eleven and the context of how each document was provided to him. Further, Class  
3 Counsel reviewed publically available information regarding 7-Eleven's  
4 employment practices.

5 9. Following the completion of the investigation, we were satisfied  
6 internally that a good faith basis existed to pursue the case on behalf of Plaintiff  
7 Munoz. Further, based upon 7-Eleven's standardized employment practices, we were  
8 also satisfied that a good faith basis existed to pursue this case on behalf of all  
9 individuals similarly-situated to Munoz.

10 ***The Litigation History***

11 10. On May 9, 2018, Plaintiff filed his class action complaint against 7-  
12 Eleven. The complaint alleged that 7-Eleven violated the FCRA by procuring  
13 consumer reports about its job applicants and employees without first providing a  
14 standalone disclosure and an opportunity to authorize the release of their consumer  
15 reports. The complaint also alleged that 7-Eleven violated the FCRA's adverse  
16 action provision by failing to provide Munoz with a copy of his consumer report  
17 prior to his termination.

18 11. Following the filing of the Complaint, 7-Eleven's counsel reached out  
19 to Class Counsel and counsel for the Parties discussed each side's respective view of  
20 the case. Following these discussions and being presented with additional  
21 documentation, Plaintiff filed his First Amended Complaint on July 9, 2018, which  
22 removed his adverse-action claim.

23 12. Shortly thereafter, 7-Eleven moved to dismiss the First Amended  
24 Complaint. The Parties fully briefed the Court and argued the motion on August 27,  
25 2018. On September 5, 2018, the Court issued its Order denying Defendant's motion  
26 to dismiss.

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1           13. Immediately after briefing Defendant's motion to dismiss, Plaintiff  
2 moved for class certification. On October 18, 2018, following full briefing on class  
3 certification, the Court issued its Order certifying Plaintiff's proposed class and sub-  
4 class.

5           14. Following the Classes being certified, the Parties worked to identify the  
6 size and scope of the Classes. Then, Plaintiff began formulating a proposed notice  
7 plan, which the Court ultimately approved on February 12, 2019.

8           15. After approval, Class Counsel worked with Kurtzman Carson  
9 Consultants, LLC ("KCC") to effectuate the notice plan. Immediately following  
10 notice being mailed to the class, Class Counsel began fielding calls on a daily basis  
11 from class members seeking additional information about the case. The class  
12 member inquiries required Class Counsel to devote considerable time to responding  
13 to the requests for additional information.

14           16. Throughout this time period, the Parties also engaged in extensive  
15 discovery. This included serving and responding to discovery requests and  
16 effectuating subpoenas. Further, the Parties met-and-conferred regularly regarding  
17 various disputes, and, when necessary, raised the disputes with the Court. The  
18 Parties also conducted depositions. On January 30, 2019, Class Counsel deposed 7-  
19 Eleven's corporate representative, Kristin Cope, in Dallas, Texas. Later, on February  
20 20, 2019, 7-Eleven's counsel deposed Plaintiff Munoz on February 20, 2019 in  
21 Newport Beach, California.

22           17. Furthermore, throughout the litigation, Munoz kept himself apprised of  
23 the status of the lawsuit and regularly communicated with Class Counsel. Munoz  
24 devoted time by traveling to his deposition in Newport Beach, California, and  
25 supplying critical testimony. Munoz also spent time responding to the discovery  
26 requests and producing personal documentation.

27 ***The Mediation Process and Settlement History***

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1           18. In 2018, 7-Eleven's counsel expressed a willingness to mediate.  
2 However, following several discussions, counsel for Defendant indicated that  
3 mediation could not occur too early in the case.

4           19. In early 2019, counsel for both Parties revisited the potential for a  
5 settlement, and ultimately agreed to hold a private mediation session.

6           20. Following the exchange of potential mediators, the Parties agreed to  
7 schedule a mediation session with Michael E. Dickstein. Mr. Dickstein is a  
8 nationally-recognized mediator with substantial class action experience. In the lead  
9 up to the mediation, the Parties exchanged mediation statements regarding their  
10 respective views of the potential for a settlement.

11           21. On April 9, 2019, the Parties met in Toronto, Ontario, Canada for a full-  
12 day mediation session. The mediation was adversarial and hard fought with both  
13 sides expressing confidence in their respective views. Ultimately, the session ended  
14 with the Parties unable to reach an agreement. Instead, the Parties agreed to brief and  
15 argue their cross-motions for summary judgment and prepare for trial.

16           22. Counsel for the Parties also agreed, however, to continue to discuss a  
17 possible resolution in the lead up to the trial. To facilitate these discussions, Mr.  
18 Dickstein worked to continue the settlement talks by engaging both sides in a series  
19 of telephonic negotiations.

20           23. Throughout the discussions, the Parties finished briefing their cross  
21 motions for summary judgment, prepared for and held the Local Rule 16-2 meeting,  
22 and started compiling the joint exhibit list, their Memorandum of Contentions of  
23 Law and Fact, the proposed jury instructions, and their witness lists.

24           24. In the midst trial preparation and with the assistance of the mediator, the  
25 Parties reached an agreement in principal to resolve the claims at issue. Only after  
26 reaching an agreement in principal did the Parties discuss an amount for reasonable  
27 attorneys' fees and an incentive award for Munoz.

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1 ***Preliminary Approval & Settlement Notice***

2 25. Following reaching an agreement in principal, the Parties provided  
3 notice of the settlement to the Court. Then, the parties worked to memorialize the  
4 terms of the Settlement. Given the success of the initial notice plan, the Parties  
5 agreed to select KCC to administer the settlement notice plan.

6 26. Class Counsel then worked to draft its Motion for Preliminary Approval  
7 of Class Action Settlement, which was filed on June 17, 2019. (Dkt. 85.) On July 18,  
8 2019, the Court continued the hearing on Plaintiff's motion and required the parties  
9 to file an addendum that clarified the language of the release. (Dkt. 89.) Specifically,  
10 the Court required the release to be limited to the facts that were alleged in the First  
11 Amended Complaint. Plaintiff filed the addendum on July 29, 2019. (Dkt. 90.)

12 27. On July 30, 2019, the Court granted Plaintiff's Motion for Preliminary  
13 Approval and ordered that notice be disseminated to the class members.

14 28. Thereafter, Class Counsel worked to finalize all of the notice  
15 documents. This includes: the claim form, the long form notice, the short form  
16 (postcard) notice, the email notice, the settlement website, and the interactive voice  
17 recording (IVR) messaging. Class Counsel also tested the functionality of the online  
18 claim submission process.

19 29. Class Counsel has also worked to ensure that KCC properly and timely  
20 provided notice to the class members. This involved a series of telephone calls and  
21 email communications to keep apprised of the progression of the plan and to address  
22 various issues as they arose. To date, Class Counsel continue to monitor the claims  
23 process to ensure that it runs efficiently.

24 ***Response to the Settlement to Date***

25 30. Since notice was disseminated, Class Counsel has received over 100  
26 inquires from class members regarding their rights. My firm continues to field calls  
27

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1 on a daily basis from class members who require assistance with the claims process.  
2 Overall, class members have expressed satisfaction with the result.

3 31. As a result of the first notice plan, forty-one (41) individuals elected to  
4 opt-out of remaining in the lawsuit. These individuals did not receive notice of the  
5 settlement and will not have their legal rights affected by the settlement.

6 32. To date, only twelve (12) of the 52,159 class members have elected to  
7 opt-out of the settlement. The small number of opt-outs is further evidence of  
8 satisfaction with the results. Further, no class members have objected to the  
9 settlement.

10 33. The \$1,972,500 Settlement Fund will be used to pay all approved  
11 claims, Settlement Administration Expenses, any Incentive Award, and any Fee  
12 Award. After the subtraction of the Settlement Administration Expenses, any  
13 Incentive Award, and any Fee Award from the Settlement Fund, the remaining  
14 amount—the Net Settlement Fund—will be divided by the total number of approved  
15 claims. Each class member who submits an approved claim shall be entitled to  
16 receive one (1) Claimant Payment. Claimant Payments will be of equal value and  
17 will be calculated by dividing the Net Settlement Fund by the total number of  
18 approved claims. Such payments are subject to a cap of \$550 each.

19 34. Presently, 1,630 class members have filed claims, which represents  
20 approximately 2.33% of the Class. If paid today, this would result in payments to  
21 class members equal to \$550.

22 ***Class Counsel's Hours and Rates***

23 35. After reviewing my firm's time keeping records, as of the filing of this  
24 Motion, Class Counsel have expended the following hours<sup>1</sup> litigating and settling of  
25 this case:

Attorney Name/Firm	Title	Rate	Hours	Lodestar
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27  
28 <sup>1</sup> Class Counsel's time sheets are available upon request for the Court's review.  
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Steven Woodrow (WP)	Partner	\$450	299.3	\$ 134,685.00
Patrick Peluso (WP)	Partner	\$350	451.2	\$ 157,920.00
Taylor Smith (WP)	Associate	\$235	243.3	\$ 57,175.50
Stephen Klein (WP)	Associate	\$235	110.1	\$ 25,873.5
Mike Arias (ASWT)	Partner	\$1,050	8.6	\$ 9,030.00
Alfredo Torrijos	Partner	\$750	54.7	\$ 41,025.00
LaDonna McDuffe	Paralegal	\$175	2.0	\$ 350.00
<b>LODESTAR</b>			<b>1,169.20</b>	<b>\$ 426,059.00</b>

36. The time spent to date is reasonable. Class Counsel devoted substantial time to prosecuting this matter. Even before filing the complaint, Class Counsel spent considerable time performing legal research, reviewing documents, and interviewing Mr. Munoz to understand the potential claims and put forth a legal theory with the best chances of success. After initiating this lawsuit, Class Counsel spent more than a year immersed in litigation. As previously stated, Class Counsel spent meaningful time briefing various motions, effectuating two notice plans, attending a mediation session, and obtaining substantial discovery. Class Counsel has also been responsive to the needs of class members and have promptly returned all inquires.

37. Class Counsel also estimates that an additional \$15,000 in further attorney time will be expended to finalize this settlement.

38. It is also important to note that Class Counsel took this case on a contingent fee basis. Class Counsel litigated this case and advanced expenses with the possibility that they would receive nothing in return. Furthermore, as a result of the time and monies spent on this action, Class Counsel were unable to devote time and resources to other cases and pursuing new clients.

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39. Furthermore, Class Counsel's hourly rates are reasonable. Class Counsel's rates have been approved by various courts. *See Gergetz v. Telenav, Inc.*, Case No. 16-cv-04261-BLF, 2018 WL 4691169, at \*7 (N.D. Cal. Sept. 27, 2018) (approving 2018 rates for Steven Woodrow, Patrick Peluso, and Taylor Smith of \$440, \$340, and \$225 respectively); *see also Couch v. Southwest Airlines Co.*, 3:15-cv-00367-N (N.D. Tex. 2016) (Couch Dkt. 43) (approving Woodrow & Peluso's 2016 rates of \$430 (for Woodrow) and \$330 (for Peluso)); *see also Wigod v. Wells Fargo Bank, N.A.*, Case No: 1:10-cv-2348 (N.D. Ill. 2014) (Bucklo, J.) (Wigod Dkt. 278) (approving hourly rate of \$570 for attorney Woodrow in 2014); *see also Schulken v. Washington Mutual Bank*, No. 09-CV-02708-LHK (N.D. Cal.) (Schulken Dkt. 223) (Koh J.) (approving attorney Woodrow's former hourly rate of \$500 in 2012).

40. Additionally, the stated hourly rate for each attorney is the same rate that is charged to hourly-paying clients, are have not been adjusted to reflect the risk associated with accepting this case.

***Class Counsel's Out of Pocket Expenses***

41. In addition to the time spent litigating the case, Class Counsel incurred significant out-out-pocket expenses. These expenses include our filing fees, service of process cost, travel to and from the hearing on the motion to dismiss, court reporters and deposition fees, travel to and from the mediation, and various other litigation expenses. Class Counsel's expenses in this matter total \$19,783.70. (*See* Expense Report, a true and accurate copy of which is attached hereto as Exhibit 1.)

42. Further, Local Counsel also incurred expenses in the sum of \$1,177.45. These expenses include: filing fees, court costs, mileage & parking, messenger delivery and postage. (*See* Declaration of Mike Arias, a true and accurate copy of which is attached hereto as Exhibit 3.)

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1           43. Having reviewed the expenses, I can attest that they are necessary and  
2 reasonable, and were incurred as a result of the demands imposed by the litigation.  
3 None of the expenses were for lavish accommodations or for unnecessary items.  
4 Additionally, Class Counsel expended monies for these items without any guarantee  
5 of payment. Accordingly, the Court should approve the requested expenses of  
6 \$20,961.15.

7 ***Class Counsel's Opinion of the Settlement Agreement***

8           44. The terms of the Settlement Agreement are unquestionably strong when  
9 viewed against other FCRA settlements. The Settlement Agreement provides  
10 substantial monetary relief to the class members, and redresses the very issue that  
11 gave rise to the instant litigation. That is, the agreement requires 7-Eleven to utilize  
12 an FCRA compliant disclosure on a going forward basis.

13           45. Further, assuming the claims rate holds steady, the per claimant  
14 amounts will equal \$550 for each class member who files a claim. This is an  
15 unquestionably strong result.

16           46. Moreover, the strength of the Settlement Agreement is most apparent  
17 when view in contrast to the continuation of the litigation. Here, both Parties were  
18 willing to litigate this case through summary judgment and trial. And an adversarial  
19 ruling or a verdict in 7-Eleven's favor would have left the class members with  
20 potentially no recovery at all.

21           47. Further, regardless of the result of summary judgment and the  
22 impending trial, the decision likely would have been appealed. Altogether, this  
23 process could drag out for several years. Fortunately for class members, this  
24 Settlement Agreement will provide them with immediate and substantial relief.

25           48. My firm has extensive experience litigating FCRA class actions, has  
26 devoted substantial resources to the present litigation, and will continue to do so  
27 throughout its pendency. (See Woodrow & Peluso Firm Resume, attached hereto as  
28

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1 Exhibit 2.) Our local counsel was also instrumental. (*See* Declaration of Mike Arias,  
2 attached hereto as Exhibit 3.) We support this Settlement as being fair, reasonable,  
3 and adequate and in the best interest of the class members.

4 Further affiant sayeth not.

5 Signed this 20th day of September 2019 in Denver, Colorado.

6  
7 /s/ Steven L. Woodrow

8 Steven L. Woodrow  
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**DECLARATION OF STEVEN L. WOODROW**

# **EXHIBIT 1**

## Woodrow & Peluso LLC

### Expense Report 7-Eleven

Date	Type of Expense	Amount
5/14/2018	Certificates of Good Standing for PHV Motions	\$ 15.00
5/15/2018	Search for 7-Eleven's registered agent	\$ 1.03
5/15/2018	Filing Fee	\$ 400.00
8/22/2018	Hotel for MTD Hearing	\$ 183.94
8/22/2018	Airport Parking MTD Hearing	\$ 48.00
8/22/2018	Flights to and from MTD Hearing	\$ 488.96
10/15/2018	Hotel for CMC	\$ 230.22
10/15/2018	flights to and from CMC	\$ 620.96
1/2/2019	Service of process of subpoena on Sterling	\$ 115.00
1/8/2019	Flights to and from 30(b)(6)	\$ 411.96
1/16/2019	Service of process	\$ 115.00
1/22/2019	Woodrow Hotel 30(b)(6)	\$ 278.96
2/15/2019	Munoz airport shuttle	\$ 80.24
2/15/2019	Munoz flight for deposition	\$ 198.00
2/15/2019	Peluso flight for deposition	\$ 563.96
2/15/2019	Hotels for Munoz and Peluso for deposition	\$643.14
2/21/2019	30(b)(6) court reporter fee	\$ 1,542.90
2/21/2019	Mediation fee	\$ 8,000.00
3/1/2019	Shipping discovery requests	\$ 41.28
4/1/2019	flights to mediation	\$ 897.21
4/1/2019	flights back from mediation	\$ 927.93
4/1/2019	hotel rooms for mediation (2 people, 2 nights)	\$ 2,980.31
4/15/2019	Munoz deposition court reporter invoice	\$ 999.70
	TOTAL	\$ 19,783.70

# **EXHIBIT 2**

## **WOODROW & PELUSO, LLC FIRM RESUME**

WOODROW & PELUSO, LLC (“Woodrow & Peluso” or the “firm”) is a plaintiff’s class action and commercial litigation firm based in Denver, Colorado. The firm files cases across the Country.

Our attorneys have over a decade of experience successfully representing consumers and small businesses in matters nationwide. From litigation under the Telephone Consumer Protection Act, 47 U.S.C. § 227 *et seq.*, to cases enforcing the rights of job applicants and employees under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, to appeals of first impression, our lawyers have litigated and favorably resolved numerous legal disputes to the satisfaction of our clients. At Woodrow & Peluso, LLC, we take special pride in the quality of our work product and strive tirelessly to achieve the best results for every client. Descriptions of our three primary practice areas—(1) Consumer Class Actions, (2) Commercial Litigation, and (3) Appeals—and key personnel follow.

### **OUR PRACTICE AREAS**

#### **1. CONSUMER CLASS ACTIONS**

The majority of the firm’s caseload focuses on consumer class actions. These cases include class actions alleging violations of statutes, such as the Fair Credit Reporting Act, the Telephone Consumer Protection Act, and the Truth-in-Lending Act, as well as class actions challenging systematic breaches of contract and advancing other common law theories.

##### **TCPA Class Actions**

Woodrow & Peluso attorneys have successfully litigated and settled numerous class actions challenging violations of the Telephone Consumer Protection Act. To date we have filed, prosecuted, and resolved using various settlement models TCPA cases against major corporations and entities including Rita's Italian Ice, Global Marketing Research Services, LKQ Corporation, J.B. Hunt, Altisource, Acurian, Price Self Storage, Local Lighthouse, Geekatoo, and the University of South Carolina, among others. Our firm’s attorneys have substantial experience prosecuting such claims, including class actions challenging the unlawful transmission of text messages, the sending of unlawful facsimiles, the placement of “robocalls” featuring a pre-recorded voice to residential landline phones, and the use of automatic telephone dialing systems, including predictive dialers, to call consumer cell phones.

Notable TCPA cases and settlements include:

- *Tech Instruments, Inc. v. Eurton Electric Inc.* 1:16-cv-02981-MSK-KMT (Krieger, C.J.) (adversarial class certification granted under for transmission of junk faxes)
- *Bowman v. Art Van Furniture, Inc.* 2:17-cv-11630-NGE-RSW (Edmunds, J.) (granting final approval to all in, non-reversionary settlement fund of \$5,875,000 in pre-recorded message case) (final approval granted December 10, 2018);



- *Wendell H. Stone & Co. v. LKQ Corporation*, 16-cv-07648 (N.D. Ill.) (Kennelly, J.) (granting final approval to all-in, non-reversionary, settlement fund of \$3,266,500) (final approval granted May 16, 2017);
- *Martin et al. v. Global Marketing Research Services, Inc.*, 6:14-cv-1290-ORL-31-KRS (M.D. FL) (Woodrow & Peluso appointed co-lead Settlement Class Counsel in settlement creating \$10,000,000 common fund for class of 688,500 cellphone users) (final approval granted November 4, 2016);
- *Mendez v. Price Self Storage Management, Inc.*, 3:15-cv-02077-AJB-JLB (S.D. CA) (Woodrow & Peluso appointed co-lead Settlement Class Counsel in TCPA settlement providing option of \$750 cash or \$1,100 in storage certificates) (final approval granted August 23, 2016);
- *Sherry Brown and Ericka Newby v. Rita's Water Ice Franchise Company, LLC*, 2:15-cv-03509-TJS (E.D. PA) ("all in" non-reversionary \$3,000,000 settlement fund for text messages) (final approval granted March 20, 2017);
- *Morris et al v. SolarCity, Inc.* 3:15-cv-05107 (N.D. CA) (JPA with counsel on \$15 million common fund TCPA settlement, final approval granted February 1, 2018).
- *Gergetz v. Telenav, Inc.* 3:16-cv-04261 (N.D. CA) ("all-in" non-reversionary \$3.5 million fund for text messages) (final approval granted on September 6, 2018).

Further, while a Partner with his prior law firm, Woodrow & Peluso attorney Steven Woodrow was appointed interim co-lead class counsel in a TCPA class action against Nationstar Mortgage, LLC (*see Jordan et al v. Nationstar Mortgage LLC*, 3:14-cv-00787-WHO) and led TCPA litigation that resolved favorably against Bankrate Inc., and Carfax.com. Mr. Woodrow was also involved in the TCPA settlement reached in *Weinstein v. The Timberland Co. et al.* (N.D. Ill.), a text messaging class action featuring 40,000 unauthorized messages, and was part of the appellate strategy team that secured the landmark decision in *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009), the first federal appellate decision to affirm that text messages are covered as "calls" under the TCPA.

### **FCRA Class Actions**

The second sub-focus within the firm's class action practice consists of cases under the Fair Credit Reporting Act ("FCRA"), which regulates the procurement and use of consumer reports by employers when they make hiring/firing/pay decisions. To date, the firm has successfully represented clients in putative class actions against Terminix, ServiceMaster, TrueBlue Inc./Labor-Ready Mid-Atlantic, FedEx, Tyler Staffing Services, Inc., Great Lakes Wine & Spirits, Freeman Webb, Inc., and others. This includes attaining adversarial class certification in the case of *Munoz v. 7-Eleven, Inc.*, 2:18-cv-03893-RGK-AGR (C.D. Cal., October 28, 2018). This also includes *Woodford v. World Emblem*, 1:15-cv-02983-ELR, an FCRA settlement providing between \$315 and \$400 to claimants (final approval granted January 23, 2017).

### **Banking and Financial Institutions Class Actions**

Our attorneys have substantial experience representing consumers in class action litigation involving national banking associations and other financial institutions. Meaningful representations include:

- *Schulken v. Washington Mut. Bank*, No. 09-CV-02708-LHK, 2012 WL 28099, at \*15 (N.D. Cal. Jan. 5, 2012). Attorney Steven Woodrow secured prior firm's appointment as Class Counsel from Judge Lucy Koh in class action challenging JPMorgan Chase Bank, N.A.'s suspension of former WaMu home equity line of credit accounts. Case settled with Mr. Woodrow's appointment as co-lead settlement class counsel.
- *In re JPMorgan Chase Bank, N.A. Home Equity Line of Credit Litigation*, MDL No. 2167. Attorney Steven Woodrow helped secure transfer by the Judicial Panel on Multidistrict Litigation to the Northern District of Illinois and appointment of prior firm as interim class counsel. Attorney Woodrow also negotiated and was also appointed co-lead settlement class counsel in settlement projected to restore between \$3 billion - \$5 billion in credit to affected borrowers in addition to cash payments.
- *Hamilton v. Wells Fargo Bank, N.A.*, 4:09-cv-04152-CW (N.D. Cal.). Attorney Steven Woodrow served as co-lead settlement counsel in class action challenging Wells Fargo's suspensions of home equity lines of credit. Nationwide settlement restored access to over \$1 billion in credit and provided industry leading service enhancements and injunctive relief.
- *In re Citibank HELOC Reduction Litigation*, 09-CV-0350-MMC (N.D. Cal.). Attorney Steven Woodrow was appointed interim co-lead counsel and settlement class counsel in class actions challenging Citibank's suspensions of home equity lines of credit. The settlement was estimated to have restored over \$650,000,000 worth of credit to affected borrowers.
- *Vess v. Bank of America, N.A.* 10cv920-AJB(WVG) (S.D. Cal.). Attorney Steven Woodrow negotiated class action settlement with Bank of America challenging suspension and reduction of home equity lines of credit.
- *Wigod v. Wells Fargo*, No. 10-cv-2348 (N.D. Ill.). Steven Woodrow secured the first appellate decision in the country recognizing the right of homeowners to sue under state law to enforce HAMP trial plan agreements. Attorney Steven Woodrow was appointed co-lead settlement counsel providing loan modifications and cash payments to affected borrowers.

## **General Consumer Protection Class Actions**

Woodrow & Peluso attorneys have additionally successfully prosecuted and resolved countless class action suits against other companies for a range of consumer protection issues. For example, Woodrow & Peluso filed the first class action in the Country to challenge the marijuana industry's use of certain allegedly dangerous fungicides and pesticides and were the first lawyers to bring class actions (against the Colorado Rockies Baseball Club and Kroenke Sports & Entertainment, LLC) seeking to enforce the Colorado Consumer Protection Act, § 6-1-718 *et seq.*, which prohibits owners of entertainment venues from imposing restrictions on the resale of tickets. The firm has also brought and litigated class actions against hospitals for their use of "chargemaster" billing rates and are presently engaged in litigation against Southwest Airlines related to its "Companion Pass" program.

Woodrow & Peluso LLC has also brought claims against major food manufacturers and distributors for falsely advertising certain products as "All Natural" and "Made in U.S.A." Our attorneys also have experience litigating class claims regarding missing or misappropriated "bitcoins." Woodrow & Peluso also brought the first class action in Colorado against cannabis growers for their use of unapproved and harmful pesticides.

## **2. COMMERCIAL LITIGATION**

As small business owners, we understand and appreciate the challenges that new companies face as they strive to make headway in the market. Our attorneys regularly counsel small to medium-sized businesses and have represented such companies in a wide range of general commercial litigation matters including partnership and business disputes, breaches of contracts and term sheets, and claims charging company managers and members of breach of fiduciary duty, breach of contract, fraud, and fraudulent/preferential transfers. We regularly advise clients on matters and contracts involving millions of dollars, and our attorneys have successfully represented businesses and other entities in mediations, arbitrations, and trial. In 2018, for example, Woodrow & Peluso, LLC defended a developer of concessions at Denver International Airport against claims of bid-rigging and bribery.

## **3. APPEALS**

Our attorneys have substantial experience handling appeals at both the state and federal level. Representative appeals worked on predominately by our attorneys include:

- *Mitchell v. Winco Foods, LLC*, No. 1:16-cv-00076-BLW, Appeal No. 17-35998 (9th Cir. Nov. 29, 2018). Firm attained reversal of district court's dismissal of putative FCRA class action on Article III standing grounds;
- *Brown v. Centura Health Corporation*, No. 15CV31140 (Douglas Cnty. Colo.), Appeal No. 17CA430. Firm achieved reversal of dismissal of putative class action lawsuit challenging hospital's use of chargemaster billing system);

- *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547 (7th Cir. 2012). Attorney Steven Woodrow briefed and argued this appeal resulting in the first federal appellate decision holding that banks may be sued under state law for violations of the federal government's Home Affordable Modification Program. The opinion has been cited over 1,300 times by courts, litigants, and commentators throughout the Country and is widely regarded as the leading authority on the rights and obligations of HAMP servicers and borrowers.
- *Robins v. Spokeo*, 742 F.3d 409 (9th Cir. 2014). Attorney Steven Woodrow argued a federal appeal reversing dismissal and upholding consumer rights under the Fair Credit Reporting Act against one of the nation's largest online data aggregators regarding whether a plaintiff who does not suffer tangible pecuniary loss may still show legal harm to satisfy Article III standing. The case was reversed on writ of certiorari to the United States Supreme Court (argued by different attorneys).
- *Equity Residential Properties Mgmt. Corp. v. Nasolo*, 364 Ill. App. 3d 26, 28, 847 N.E.2d 126, 128 (2006). Attorney Steven Woodrow helped author the winning brief in this landmark landlord/tenant appeal defining the requirements for constructive service and due process for Illinois evictions under the Illinois Forcible Entry and Detainer Act. 735 ILCS 5/9–107 *et seq.*
- *Fuentes v. Kroenke Sports & Entertainment, LLC*, Case No. 2014CV32619. Woodrow & Peluso appealed grant of summary judgment in favor of defendant finding that the Colorado Consumer Protection Act, 6-1-701 *et seq.* does not allow for class actions. Case settled prior to the resolution of the appeal.

#### OUR ATTORNEYS

At present, our firm consists of 4 attorneys whose relevant experience is set forth below.

**STEVEN LEZELL WOODROW** has over a decade of experience advising consumers and small businesses in high stakes litigation.

Steven briefed and delivered the winning argument in the landmark federal appellate court decision *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547 (7th Cir. 2012) holding banks accountable for violations of the federal Home Affordable Modification Program. The opinion is widely regarded as the leading authority on the rights and obligations of HAMP servicers and borrowers. Steven also delivered the winning oral argument in *Robins v. Spokeo*, 742 F.3d 409 (9th Cir. 2014), a federal appeal upholding consumer rights under the Fair Credit Reporting Act against one of the nation's largest online data aggregators. The case and the Supreme Court decision that ultimately reversed it (and now the Ninth Circuit's decision to re-affirm its prior

finding of Article III standing) present some of the most widely-litigated issues in class action practice today.

Mr. Woodrow was appointed lead class counsel in litigation against JPMorgan Chase Bank, N.A. challenging the bank's 4506-T HELOC suspension program and was appointed lead settlement class counsel in other HELOC suspension litigation against Wells Fargo Bank, N.A., Citibank, N.A., Chase, Bank of America, N.A. and PNC Bank.

Mr. Woodrow also led the legal team that secured a preliminary injunction freezing the U.S. assets of Mark Karpeles, the former head of the failed Bitcoin exchange known as Mt. Gox, as well as an order compelling Mr. Karpeles to personally appear in the United States for a deposition in connection with Mt. Gox's Chapter 15 bankruptcy case in Dallas Texas.

Steven has also litigated putative class actions under the Telephone Consumer Protection Act, and courts have appointed him to serve as class counsel in nationwide settlements against cellphone companies, aggregators, and mobile content providers related to unfair billing practices, including *Paluzzi v. Cellco Partnership*, *Williams v. Motricity, Inc.*, and *Walker v. OpenMarket Inc.*

Steven has also served as an Adjunct Professor of Law at the Illinois Institute of Technology Chicago-Kent College of Law, where he co-taught a seminar on class actions. Prior to founding Woodrow & Peluso, Steven was a partner at prominent class action technology firm in Chicago.

Before that, he worked as a litigator at a Chicago boutique where he tried and arbitrated a range of consumer protection, landlord tenant, and real estate matters.

## **EDUCATION**

Chicago-Kent College of Law, J.D., High Honors, 2005

The University of Michigan-Ann Arbor, B.A., Political Science, with Distinction, 2002

## **ADMISSIONS**

State of Illinois (2005)

State of Colorado (2011)

United States Court of Appeals for the Seventh Circuit

United States Court of Appeals for the Ninth Circuit

United States District Court, Northern District of Illinois

United States District Court, District of Colorado

United States District Court, Eastern District of Michigan

United States District Court, Western District of Michigan

United States District Court, District of New Mexico

**PATRICK H. PELUSO** specializes in plaintiff-side consumer class actions.

With a true passion for protecting consumers and their rights, Patrick aggressively pursues class action lawsuits against companies who violate those rights.

Through these lawsuits, he is able to force law-breaking companies to compensate the people they have harmed and correct their future practices. Patrick possesses the skills, strategic vision, and moxie to achieve excellent results for the people he represents. He has experience working with a broad range of consumer protection laws including the Fair Credit Reporting Act, the Telephone Consumer Protection Act, and various state consumer protection and consumer fraud statutes.

Patrick received his law degree from the University of Denver, Sturm College of Law where he was Editor-in-Chief of an academic journal. During law school, Patrick worked with a leading consumer class action law firm and held legal internships with a federal administrative judge and the legal department of a publicly traded corporation. Before law school, Patrick attended New York University, where he graduated with a B.S. and played on the school's club baseball team.

Patrick grew up in Baltimore, Maryland and now resides in Denver, Colorado.

#### **EDUCATION**

University of Denver, J.D.

New York University, B.S.

#### **ADMISSIONS**

State of Colorado (2014)

United States District Court, District of Colorado

United States District Court, District of New Mexico

United States District Court, Eastern District of Michigan

United States District Court, Northern District of Illinois

United States District Court, Western District of Wisconsin

**TAYLOR TRUE SMITH** focuses his practice on consumer class actions.

Throughout his life and career, Taylor has developed a passion for consumer advocacy. By pursuing class actions on behalf of consumers, Taylor can give consumers not just a voice but also a seat at the bargaining table.

Taylor received his law degree from the Creighton University School of Law. During law school, he interned with the South Dakota Supreme Court. Prior to beginning law school, Taylor attended South Dakota State University where he earned a B.S. in Economics.

Taylor was raised in Fort Pierre, South Dakota and currently resides in Denver, Colorado.

#### **Education**

Creighton University School of Law, J.D. *Cum Laude* 2017

South Dakota State University, B.S. *Magna Cum Laude* 2013

#### Admissions

State of Colorado (2017)

United States District Court, District of Colorado

United States District Court, Eastern District of Michigan

United States District Court, Northern District of Illinois

**STEPHEN KLEIN** devotes his practice to consumer class actions and commercial litigation.

In a word, Stephen prides himself on the pursuit of results. Whether championing consumers in class actions to curb injurious commercial practices or helping businesses to secure their resources and protect their rights, Stephen is dedicated to achieving client goals.

Stephen earned his law degree at the University of Denver, Sturm College of Law, where he earned a certificate in intellectual property law. While in law school, Stephen worked as a student attorney in the Environmental Law Clinic and as a legal fellow in DU's Office of Technology Transfer. He also served as Managing Editor of the University of Denver Water Law Review. Prior to law school, Stephen earned a B.A. in Environmental and Sustainability Studies from the University of Northern Colorado.

Originally from Chicago, Illinois, Stephen spent time in Minnesota, Ohio, and Texas before settling in the Denver metro area.

#### **EDUCATION**

University of Denver, Sturm College of Law, J.D., Order of the Coif, 2018

University of Northern Colorado, B.A., *summa cum laude*, 2014

#### **ADMISSIONS**

State of Colorado (2018)

United States District Court, District of Colorado

# **EXHIBIT 3**



1 Mike Arias (CSB #115385)  
mike@asstlawyers.com  
2 Alfredo Torrijos (CSB #222458)  
alfredo@asstlawyers.com  
3 **ARIAS SANGUINETTI WANG & TORRIJOS, LLP**  
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9 **WOODROW & PELUSO, LLC**  
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10 Denver, Colorado 80210  
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12 *\*Pro Hac Vice* admission to be filed  
13 Attorneys for Plaintiff Edwardo Munoz  
14 and the alleged Classes

15 **UNITED STATES DISTRICT COURT**  
16 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

17 **Edwardo Munoz**, individually and on  
behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 **7-Eleven, Inc.**, a Texas corporation,

21 Defendant.

CASE NO. 2:18-cv-03893-RGK-AGR

**DECLARATION OF MIKE ARIAS IN  
SUPPORT OF PLAINTIFF'S MOTION  
FOR APPROVAL OF ATTORNEYS'  
FEES AND REIMBURSEMENT OF  
COSTS**

Hearing

Date: November 4, 2019

Time: 9:00 a.m.

Judge: Hon. R. Gary Klausner

Courtroom: 850

Complaint Filed: May 9, 2018

**DECLARATION OF MIKE ARIAS**

I, Mike Arias, declare:

1. I am admitted and licensed to practice before all courts of the State of California, the States of New York, New Jersey and the District of Columbia. I am the managing partner of the firm of Arias Sanguinetti Wang & Torrijos, LLP (“ASWT”), co-counsel of record for plaintiff Eduardo Munoz (“Plaintiff”).

2. I submit this declaration in support of Plaintiff’s Motion for Approval of Attorneys’ Fees and Reimbursement of Costs. I have personal knowledge of the matters described below and I am competent to testify thereto.

**I. EXPERIENCE OF ARIAS SANGUINETTI WANG & TORRIJOS, LLP**

3. The partners of ASWT focus on representing plaintiffs and a large part of our practice centers on prosecuting class action lawsuits in the fields of consumer fraud, employment, disability rights, insurance, banking, and antitrust. My partners and I collectively have been involved in the representation of plaintiffs in more than 150 different class action cases and have been appointed as class counsel in numerous state and federal courts.

4. ASWT and my previous firm (Arias Ozzello Gignac, LLP) have successfully prosecuted and obtained significant recoveries in numerous class action and “mass action” lawsuits. Some of those recoveries include:

- \$49 million in cash equivalent calling cards recovered for failure to prorate monthly service fees charged to customers during final month of service prior to termination; *Rolnik v. AT&T Wireless Services, Inc.* (New Jersey Superior Court).
- \$42 million recovery on behalf of a class of customers for inadequately disclosed out-of-cycle billing policies; *Lozano v. AT&T Wireless Services, Inc.* (U.S. District Court, Central District of California).
- \$32.5 million recovery on behalf of a class on consumers for the

1 inadequate disclosure of certain fee, misrepresentation regarding  
2 those fees and failure to use fee as promised; *McKnight v. Uber*  
3 *Technologies, Inc.* (U.S. District Court, Northern District of  
4 California).

5 • \$38 million recovery on behalf of a class of customers for  
6 inadequately disclosed service fees on billing statements; *Sterns*  
7 *v. AT&T Mobility Corp.* (U.S. District Court, Central District of  
8 California).

9 • \$22.5 million recovery, consisting of \$14.5 million in monetary  
10 relief and injunctive relief valued at \$8 million, on behalf of a  
11 class of distributors asserting defendants engaged in price-fixing  
12 in violation of the Cartwright Act; *Kaewsawang v. Sara Lee*  
13 *Corp., et al.* (Los Angeles Superior Court).

14 • \$20 million in cash equivalent calling cards recovered for  
15 overcharges on long distance telephone calls erroneously carried  
16 by AT&T and improperly billed by Verizon California; *Roark, et*  
17 *al. v. GTE California Inc., et al.* (Santa Barbara Superior Court).

18 • \$16 million recovery on behalf of a class of victims of fraud and  
19 negligent cemetery operations; *In re: Woodlawn Memorial Park*  
20 *Litigation* (Los Angeles Superior Court).

21 • \$15 million recovery of unpaid overtime wages and meal break  
22 premiums for home healthcare workers; *Costa, et al. v. Vitas*  
23 *Healthcare Corporation of California* (Los Angeles Superior  
24 Court).

25 • \$14 million Judgment entered against Cal-ISO after trial for  
26 unpaid overtime; *Hardie v. California Independent System*  
27 *Operator* (Los Angeles Superior Court).

28 • \$14.5 million recovery Judgment entered against Cal-ISO after

1 trial for unpaid overtime; *Hardie v. California Independent*  
2 *System Operator* (Los Angeles Superior Court).

3 • \$10 million recovery on behalf of employees of ERISA violation  
4 related to 401(k) plans; *Gottlieb, et al. v. SBC Communications,*  
5 *et al.* (U.S. District Court, Central District of California).

6 • \$10 million recovery of unpaid wages, break premiums, and other  
7 relief in class action alleging the misclassification of Store  
8 Managers; *Mosse v. CVS Caremark Corp.* (Los Angeles Superior  
9 Court).

10 • Over \$9 million recovery for residents impacted by odors emitted  
11 from Sunshine Canyon Landfill; *Michaely v. Browning-Ferris*  
12 *Industries of California* (Los Angeles Superior Court).

13 • \$9 million recovery for victims of racial profiling harassment at  
14 an amusement park; *Armendarez v. Six Flags Magic Mountain*  
15 (Los Angeles Superior Court).

16 • \$8.3 million recovery for class members in suit asserting  
17 improper handling of decedents' remains; *In re: Paradise*  
18 *Memorial Park Litigation* (Los Angeles Superior Court).

19 • \$8 million recovery of unpaid overtime wages and meal break  
20 premiums for fast food restaurant managers; *Elias, et al. v. El*  
21 *Pollo Loco, Inc.* (Los Angeles Superior Court).

22 • \$5 million judgment following trial on behalf of certified class of  
23 consumers against tow company for unauthorized and illegal  
24 charges; *First Service Credit Union v. United Road Towing*  
25 (Eighth Judicial District for Clark County, Nevada).

26 • \$4.1 million recovery on behalf of class alleging that certain  
27 Honda vehicles were equipped with a defective side airbag system  
28 which inadvertently deploy while the vehicle is being driven

under normal condition; *Gutierrez v. Honda North America, Inc.* (U.S. District Court, Central District of California).

- \$2.5 Million recovery following settlement of class action lawsuit alleging that Panther violated “Contractor Operating Agreements” by failing to pay the fuel-surcharge that Panther promised when it initially offered a load to individuals and companies who leased equipment and provided their services to Panther; *Eubanks v. Panther II Transportation* (U.S. District Court, Northern District of Ohio).
- Settlement requiring the City of Los Angeles to spend more than \$1.367 billion over 30 years to make public sidewalks and curbs located in the City accessible to persons with mobility disabilities; *Carter v. City of Los Angeles* (Los Angeles Superior Court).

5. As set forth in detail below at paragraphs 22 through 29 of this declaration, I and my partner, Alfredo Torrijos, have an extensive background in all aspects of class action litigation – including the trial of certified class actions. Representing consumers in class actions constitutes a significant part of ASWT’s practice.

## **II. RISKS ASSUMED BY ASWT**

6. Before agreeing to represent plaintiffs and the proposed class in this action, I and my partners carefully weighed our potential benefits and risks from committing to this litigation. I fully expected that defendant would mount a vigorous defense to this action and that certifying the class and ultimately prevailing at trial would be both time consuming and difficult. Since plaintiff was not willing or able to retain counsel on an hourly basis to pursue this litigation, my firm would have to represent plaintiff and the proposed class on a contingency basis, meaning that we would only get paid for our efforts if successful in recovering damages – either through settlement or judgment – from the defendant. I

1 therefore understood that there was a very real possibility that we would never be able to  
2 recoup our investment of time and money in this case. I also understood that even if we  
3 were ultimately able to recoup its investment of time and money, there would necessarily be  
4 a delay (potentially of many years) between the time these expenditures were made by my  
5 firm and the time that we were paid. Because of the real risk of obtaining no payment and  
6 the certainty that payment (if any) would be delayed, we would not have agreed to represent  
7 plaintiffs and the proposed class on a pure hourly basis.

8 7. From the initiation of this case, my firm undertook the risk that we would  
9 never receive any payment from our prosecution of this action. We knew that defendant  
10 would devote significant resources to this litigation, including hiring aggressive and skilled  
11 attorneys who would provide a tenacious defense to this case. We also knew that prevailing  
12 and ultimately collecting any recovery from defendant was never anywhere near certain.  
13 We accepted and proceeded with this litigation in the face of this uncertainty, agreeing to  
14 undertake this litigation on a wholly contingent basis. Accordingly, the contingency risk  
15 borne by ASWT supports the requested fees.

### 17 **III. TIMEKEEPING AND CALCULATION OF LODESTAR**

18 8. As of September 20, 2019, the attorneys and professional support staff at ASWT  
19 devoted a total 65.3 hours (comprised of 63.3 hours of attorney time and 2 hours of staff time) to  
20 the prosecution of this action. At their reasonable and regular hourly rates this represents a  
21 lodestar of \$50,405, calculated as follows:

Name	Rate	Hours	Total
Mike Arias (managing partner)	\$ 1,050.00	8.6	\$ 9,030.00
Alfredo Torrijos (partner)	\$ 750.00	54.7	\$ 41,025.00
LaDonna McDuffie (paralegal)	\$ 175.00	2.0	\$ 350.00
<b>Total:</b>		<b>65.3</b>	<b>\$ 50,405.00</b>

1           9.     The above table was prepared from time records that are regularly inputted by  
2 the attorneys and professional staff members of my firm and are maintained electronically.  
3 My partner, Alfredo Torrijos, and I have reviewed these time records in order to confirm  
4 their accuracy. A true and correct copy of ASWT's detailed time records are available for  
5 *in camera* inspection upon request of the Court.

6           10.    The practice of both myself and the attorneys and professional staff at ASWT  
7 is to record time in tenth of an hour increments, and to do so as contemporaneously as  
8 possible. This method of recording time is more accurate than recording time by quarter  
9 hour increments, which tends to inflate the amount of time billed for short telephone  
10 conferences and other small, discrete tasks.

11           11.    The procedures and systems employed at ASWT are not designed to ensure  
12 that all time spent on a case is in fact recorded. As a result, the amount of time stated on  
13 our time records is conservative and necessarily understates the actual amount of time  
14 devoted to the prosecution of this case. Also, in recording my time I did not record, and we  
15 do not seek compensation for, many tasks and activities. For example, my records for work  
16 in this case do not include many telephone conversations, meetings, and supervisory  
17 activities that I undertook in the prosecution of this action but did not record.

18           12.    In the exercise of billing judgment, either I or my partner, Alfredo Torrijos,  
19 reviewed and revised the billing records on an entry-by-entry basis to eliminate  
20 inefficiencies and other billing entries that we believe should not be claimed. To the extent  
21 that any time entries by ASWT attorneys or legal staff reflect unproductive or duplicative  
22 hours, we have not requested fees based thereon.

23           13.    In my experience, the number of hours devoted to this case by ASWT is well  
24 within the range of hours that reasonably would be expected under the circumstances.

25           14.    The hours (and resulting lodestar) reported here are, as noted above, current as  
26 of September 20, 2019. Accordingly, these hours do not include the additional time that  
27 may be devoted by ASWT to the prosecution of this action going forward. ASWT does not  
28 intend to apply for reimbursement of additional fees incurred after September 20, 2019.



1 However, for purposes of evaluating the reasonableness of the present fee request, and in  
2 performing the lodestar cross-check, it is appropriate to consider that ASWT will  
3 necessarily have to devote additional time to the prosecution of this action beyond what is  
4 reflected in the lodestar figures set forth in this declaration.

5  
6 **IV. EVIDENCE IN SUPPORT OF PREVAILING RATES**

7 15. The above hourly rates used to calculate lodestar for the work done in  
8 prosecuting this action are the reasonable and regular rates that are commensurate with the  
9 experience and expertise of each attorney and paraprofessional (as set forth below in  
10 paragraphs 22 through 30 of this declaration) who worked on this case.

11

Attorney	Position	Year of Admission
Mike Arias	Managing Partner	1984
Alfredo Torrijos	Partner	2002

12  
13  
14

15 16. The hourly rates used to calculate the above lodestar fall within the range  
16 approved as reasonable by courts in similar class action cases. See *Wynn v. Chanos*, No. 14-  
17 cv-04329-WHO, 2015 WL 3832561, at \*2 (N.D. Cal. June 19, 2015) (approving rates of  
18 \$570-\$1,085 for attorneys); *Banas v. Volcano Corp.*, No. 12-cv-01535-WHO, 2014 WL  
19 7051682, at \*5 (N.D. Cal. Dec. 12, 2014) (finding rates ranging from \$ 355 to \$ 1,095 per  
20 hour for partners and associates were within the range of prevailing rates); *Gutierrez v.*  
21 *Wells Fargo Bank, N.A.*, No. 07-05923 WHA, 2015 WL 2438274, at \*5 (N.D. Cal. May 21,  
22 2015) (finding reasonable rates of between \$475 to \$975 for partners, \$300 to \$490 for  
23 associates, and \$150 to \$430 for litigation support and paralegals); *In re High-Tech Emp.*  
24 *Antitrust Litig.*, No. 11-CV-02509-LHK, 2015 WL 5158730, at \*9 (N.D. Cal. Sept. 2, 2015)  
25 (finding reasonable “billing rates for partners [that] range from about \$490 to \$975 ...  
26 billing rates for non-partner attorneys, including senior counsel, counsel, senior associates,  
27 associates, and staff attorneys, [that] range from about \$310 to \$800, with most under \$500  
28 ... [and] billing rates for paralegals, law clerks, and litigation support staff [that] range from



1 about \$190 to \$430, with most in the \$300 range.”).

2 17. Moreover, these hourly rates are commensurate with the market rate for fees  
3 according to the Laffey Matrix, a court approved and adopted survey of attorney hourly  
4 rates. Attached hereto as **Exhibit 2** is the current version of the Laffey Matrix.<sup>1</sup>

5 18. Furthermore, the hourly rates requested here are comparable to the rates  
6 requested – and awarded – for work done by ASWT attorneys in other class actions. Some  
7 of the more recent examples included:

8 a. On August 2, 2019, the Honorable Rafael A. Ongkeko approved an  
9 attorney fee request in connection with a class action settlement in *Kaewsawang v.*  
10 *Sara Lee Corp., et al.* (Los Angeles Superior Court - Case No. BC360109) for work  
11 for work done between May of 2015 and July of 2019 at the following hourly rates:

- 12 - Mike Arias (Partner) \$1,050.00/hr.
- 13 - Alfredo Torrijos (Partner) \$750.00/hr.
- 14 - LaDonna McDuffie (Paralegal) \$175.00/hr.

15 Judge Ongkeko did not reduce the hourly rates for these attorneys and  
16 professional staff or any of the attorney/professional staff time submitted by my firm  
17 in the *Kaewsawang* matter.

18 b. On February 8, 2019, the Honorable Kenneth R. Freeman approved an  
19 attorney fee request in connection with a class action settlement in *Michaely, et al. v.*  
20 *Browning-Ferris Industries of California, Inc.* (Los Angeles Superior Court - Case  
21 No. BC497125) for work done between May of 2015 and August of 2018 at the  
22 following hourly rates:

- 23 - Mike Arias (Partner) \$1,050.00/hr.
- 24 - Alfredo Torrijos (Partner) \$750.00/hr.

25  
26 <sup>1</sup> Since the hourly rates in the Laffey Matrix were established for D.C. Lawyers, these rates should be  
27 adjusted upward 4.6% to reflect the current rates typical of attorneys litigating within California. See *In*  
28 *re Chiron Corp. Securities Litigation*, 2007 WL 4249902, at \*6 (N.D. Cal., Nov. 30, 2007) (“Adjusting  
the Laffey matrix figures accordingly will yield appropriate rates for the respective geographical  
regions: ... +4.6% for Los Angeles.”).

1 Judge Freeman did not reduce the hourly rates for these attorneys or any of the  
2 attorney time submitted by my firm in the *Michaely* matter.

3 c. On May 4, 2017, the Honorable Kenneth R. Freeman approved an  
4 attorney fee request in connection with a class action settlement in *Fahmie, et al.*  
5 *v. City of Los Angeles* (Los Angeles Superior Court - Case No. BC381773) for work  
6 done between May of 2015 and January of 2017 at the following hourly rates:

- 7 - Mike Arias (Partner) \$750.00/hr.
- 8 - Alfredo Torrijos (Partner) \$650.00/hr.

9 Judge Freeman did not reduce the hourly rates for these attorneys or any of the  
10 attorney time submitted by my firm in the *Fahmie* matter.

11 d. On November 29, 2016, the Honorable Jesus B. Bernal approved an  
12 attorney fee request in connection with a wage an hour action in *Bickley v.*  
13 *CenturyLink, Inc.* (U.S. District Court for the Central District of California) for work  
14 done between June 2015 and March 2016 at the following hourly rates:

- 15 - Mike Arias (Partner) \$750.00/hr.
- 16 - Alfredo Torrijos (Partner) \$650.00/hr.

17 e. On August 30, 2016, the Honorable Ronald J. Israel ordered attorneys'  
18 fees against defendants in connection with a class action in First Service Credit  
19 Union v. United Road Towing, Inc. (District Court of Nevada for Clark County –  
20 Case No. A-10-616806-C) for work done between May of 2015 and September of  
21 2015 at the following hourly rates:

- 22 - Mike Arias (Partner) \$750.00/hr.
- 23 - Alfredo Torrijos (Partner) \$650.00/hr.

24 Judge Israel did not reduce the hourly rates for these attorneys or any of the  
25 attorney time submitted by my firm in United Road Towing matter.

26 f. On January 8, 2016, the Honorable J. Stephen Czuleger approved an  
27 attorney fee request in connection with a class action settlement in *Gutierrez, et al. v.*  
28 *California Commerce Club, Inc.* (Los Angeles Superior Court - Case No. BC360704)

for work done between May of 2015 and January of 2016 at the following hourly rates:

- Mike Arias (Partner) \$750.00/hr.
- Alfredo Torrijos (Partner) \$650.00/hr.

Judge Czuleger did not reduce the hourly rates for these attorneys or any of the attorney time submitted by my firm in the *Gutierrez* matter.

#### V. REQUEST FOR REIMBURSEMENT OF LITIGATION EXPENSES

19. In addition to the professional time expended in the case, ASWT has incurred \$1,177.45 in unreimbursed litigation expenses during the prosecution of this lawsuit, summarized as follows:

Item	Incurred Costs
Filing Fees & Court Costs	\$ 975.00
Mileage & Parking	\$ 88.17
Messenger, Overnight Delivery & Postage	\$ 111.18
<b>Total:</b>	<b><u>\$ 1,177.45</u></b>

20. The expenses incurred by ASWT in connection with this litigation are reflected on an expense by expense basis in the financial records ASWT. These records are prepared from expense reports, check requests, and cash receipts, and are maintained in the ordinary course of business by ASWT. Attached hereto as **Exhibit 1** is a true and correct copy of a transaction report printed from ASWT's accounting system setting-forth the above expenses. The expenses reflected above were reasonably and necessarily incurred in connection with this litigation and were specifically reviewed and authorized by me. Upon the Court's request, ASWT will make its itemized statements and supporting documents available to the Court for its review.

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///

///

**VI. BIOGRAPHIES OF ATTORNEYS AND PARAPROFESSIONALS**

21. In support of the hourly rates used to calculate the lodestar amounts set forth in this declaration, below I set forth the biographies of the principle attorneys and paraprofessionals who worked on this matter.

**A. Mike Arias (Managing Partner)**

22. I was the founding and managing partner of ASWT. The lodestar amounts set forth in this declaration reflect my work in this matter from May 2018 to September 2019.

23. I have significant experience in managing and litigating cases, having served as lead, co-lead or liaison counsel in well over 100 class and mass tort actions. I have resolved hundreds of matters, either by trial, arbitration or settlement, resulting in hundreds of millions of dollars in recovery for the firm's clients. My most recent class action trial victories resulted in judgments in excess of \$19 million and \$5 million.

24. I am the current President of the Consumer Attorneys of California (CAOC), was last year's president of the Consumer Attorneys Association of Los Angeles (CAALA) and serve on the Board of Governors of the American Association for Justice (AAJ). In 2019 I was named one of the year's California Trailblazers by The Recorder. Also in 2019, I was recognized as one of the Daily Journal's 2019 Top Plaintiff Lawyers. In 2016 I was awarded the AAJ Above and Beyond Award and in 2015 I was awarded the AAJ President's Distinguished Service Award. I serve as Co-Chair of the Class Action Litigation Group of AAJ, Chair of the AAJ Convention Planning Committee, Chair of the AAJ Leaders Forum Advisory Committee, Chair of the Membership Committee of CAOC, am a member of the LACBA Litigation Section Executive Committee and I am the Founding Chair of CAALA's Plaintiffs Trial Academy.

25. I have given numerous lectures and presentations on class action issues, including: *Optimizing the Likelihood of Obtaining Approval Of Your Settlement* (2017 Consumer Attorneys of California 11th Annual Class Action and Mass Tort Seminar); *Trying the Class Action* (2016 Consumer Attorneys of California Hawaii Travel Seminar); *Fee Applications – Recent Developments* (2016 Consumer Attorneys of California Annual

Convention); *Evaluating Potential Class Actions: What's Hot and What's Not* (2015 Consumer Attorneys of California Hawaii Travel Seminar); *Professional Objectors: Recent Developments and How to Deal with Them* (2015 Consumer Attorneys of California Annual Convention); *Trying the Class Action: Opening Statements* (2015 AAJ Class Action Seminar); *Trying the Class Action: Closing Arguments* (2015 AAJ Class Action Seminar); *Evaluating Potential Class Actions* (2015 Consumer Attorneys of California 9th Annual Class Action Seminar); *Bad Actions Equal Class Actions: Identifying the Differing Types* (2015 Consumer Attorneys of California Hawaii Travel Seminar); *Are Wage and Hour Class Actions the Beginning of the End?* (2014 JAMS Class Action Seminar); *Getting Your Settlements Approved* (2014 Bridgeport Class Action Conference); *AT&T Mobility v. Concepcion: Assessing the Impact on Class Action Litigation* (2013 Bridgeport Class Action Conference); *Class Certification Motions in the Post Brinker Era* (2013 Consumer Attorneys of California Annual Convention); *Jury Selection – Special Issues for Class Actions* (2012 American Association for Justice Annual Convention); *Recent Developments on the Use of Cy Pres Awards in Class Actions* (2012 Consumer Attorneys of California Annual Convention); *Class Actions: An A To Z Crash Course* (2012 Consumer Attorneys of California Hawaii Travel Seminar); *Class Action Settlement Strategies* (2010 Strafford CLE Webinar and Teleconference); *Certifying a Class Action* (2009 Consumer Attorneys Association of Los Angeles Annual Conference). In addition, I have co-chaired the two-day Annual Class Action Litigation Management Conference presented by Bridgeport Programs for five years. I have also written and co-authored numerous articles on class action issues, including: *Class Actions: Getting Your Class Certified* (Advocate Feb. 2010); and *A Class Action Primer* (Advocate Mar. 2010).

**B. Alfredo Torrijos (Partner)**

26. Alfredo Torrijos is a partner of ASWT. The lodestar amounts set forth in this declaration reflect work in this matter by Mr. Torrijos from May 2018 to September 2019.

27. Mr. Torrijos has significant experience in technology related litigation, intellectual property law and class actions. Mr. Torrijos has handled class actions through trial and appeal

1 and has successfully represented consumers in class actions against some of the biggest  
2 technology and insurance companies in the country, including: Google, Yahoo!, CitySearch,  
3 Network Solutions, Nationwide Insurance, Progressive and State Farm. In addition to his class  
4 action and commercial litigation experience, Mr. Torrijos also maintains a strong appellate  
5 practice, having written and argued dozens of appellate briefs, many of which resulted in  
6 reversals of the trial court. Among the opinions he has helped publish are: *Cordova v. 21st*  
7 *Century Ins. Co.*, 129 Cal.App.4th 89 (2005); *Johnson v. GlaxoSmithKline, Inc.*, 166  
8 Cal.App.4th 1497 (2008); *Hughes v. Progressive Direct Insurance Company*, 196 Cal.App.4th  
9 754 (2011) (petition for review granted on Sept. 28, 2011 and review dismissed on Sept. 11,  
10 2013); *Johnson v. Wal-Mart Stores, Inc.*, 544 F. App'x 696, 698 (9th Cir. 2013); and *Safeway,*  
11 *Inc. v. Superior Court of Los Angeles*, 238 Cal.App.4th 1138 (2015) (review denied Oct. 21,  
12 2015).

13 28. Mr. Torrijos received his Juris Doctor degree from Stanford Law School in 2001  
14 and graduated *summa cum laude* from California State University, Northridge where he received  
15 a Bachelor of Science degree in business administration with an emphasis in finance. Prior to  
16 attending law school, Mr. Torrijos worked for Litton Industries as a staff accountant in the  
17 company's corporate financial consolidations and reporting department. Mr. Torrijos was  
18 subsequently promoted and placed in charge of designing, programming and implementing the  
19 transition of the company's financial consolidation system from a legacy mainframe platform to  
20 a client/server system. Following law school, Mr. Torrijos worked as a Management Consultant  
21 at The Boston Consulting Group (BCG), where he focused on the telecommunications,  
22 pharmaceutical, utilities and consumer sectors and on projects involving strategy development,  
23 organization/change management and cost management.

24 29. Mr. Torrijos has spoken extensively on class action topics, including: *Structuring*  
25 *Class Settlements to Obtain Court Approval* (October 9, 2018, Stafford Publications); *Handling*  
26 *Individual Wage & Hour Cases* (August 30, 2018, CAALA Las Vegas Convention); *Dealing*  
27 *with Professional Objectors* (June 11, 2018, Consumer Attorneys of California 12th Annual  
28 Class Action and Mass Torts Seminar); *Structuring Class Settlements to Obtain Court Approval*



(September 20, 2017, Stafford Publications); *Class Actions in the Age of Big Data* (November 15, 2014, 2014, Consumer Attorneys of California Annual Convention); *Class Action Settlements: Rule 68 Offers of Judgment and Other Strategic Tools* (April 11, 2014, Bridgeport Continuing Education 2014 Class Action Conference); *Getting Your Settlement Approved* (September 2014, JAMS Class Action Seminar); *The Changing Standards of Class Certification* (January 10, 2014, Bridgeport Continuing Education Consumer Class Action Conference); *Class Actions: Recent Developments* (January 2014, myLawCLE); *CAFA Removal and Remand: Latest Developments* (March 29, 2011, Stafford Publications); and *Is it better to file a nationwide class action or state-only class action?* (January 28, 2010, Consumer Attorneys of California 4th Annual Class Action Seminar). Mr. Torrijos has also co-authored numerous articles concerning class action law, including: *Notice 2.0: How Technology is Changing Class Action Notice Procedures* (January 2011, Westlaw Journal); *The Internet, Indispensable for Providing Class Action Notice* (August 16, 2010, Los Angeles Daily Journal); *The Rise of "Professional Objectors" in the Class Action Settlements* (July 8, 2010, Los Angeles Daily Journal); and *The End of Consumer Class Action Arbitrations* (May 14, 2010, Los Angeles Daily Journal).

**C. LaDonna R. McDuffie (Paralegal)**

30. La Donna McDuffie is a Certified Paralegal with over 16 years' experience. Ms. McDuffie obtained her Bachelor of Science from Pepperdine University in 1996 and completed the ABA-Approved Paralegal Certification Program at West Los Angeles College. Her experience includes civil litigation specializing in Business and Commercial Litigation and Products Liability cases.

I declare under penalty of perjury of the laws of the United States that the foregoing is true and correct, executed on September 20, 2019 in Los Angeles, California.



Mike Arias

**EXHIBIT 1**



**Arias Sanguinetti Wang and Torrijos, LLP**  
**Prepaid Case Costs**  
All Dates

Date	Transaction Type	Num	Name	Class	Memo/Description	Split	Amount
05/10/2018	Expense	21727228	US District Court	Munoz v. 7-Eleven	Filing fee Complaints and other initiating documents	2002 Amex Business Gold *1000	400.00
05/15/2018	Expense	Munoz filing	US District Court	Munoz v. 7-Eleven	Filing fee Ex Parte applications Steven L. Woodrow	2002 Amex Business Gold *1000	325.00
05/15/2018	Expense	Munoz filing	US District Court	Munoz v. 7-Eleven	Filing fee Ex Parte Applications Patrick H. Peluso	2002 Amex Business Gold *1000	325.00
05/15/2018	Expense	Munoz filing	US District Court	Munoz v. 7-Eleven	Filing fee Ex Parte applications Taylor T. Smith	2002 Amex Business Gold *1000	325.00
05/21/2018	Deposit		Woodrow & Peluso	Munoz v. 7-Eleven	Reimbursement of filing fees	1080 Bank of Nevada General (7195)	-400.00
07/17/2018	Bill	33373768R	Alfredo Torrijos	Munoz v. 7-Eleven	Pacer - Online Pacer charges.	2000 Accounts Payable (A/P)	2.20
02/28/2019	Bill	189531	Nationwide Legal, LLC	Munoz v. 7-Eleven	2-19-19 Joint Stip courtesy copy	2000 Accounts Payable (A/P)	30.00
04/01/2019	Bill	3884619	Golden State Overnight	Munoz v. 7-Eleven	3-25-19 Delivery	2000 Accounts Payable (A/P)	16.03
05/03/2019	Bill		Golden State Overnight	Munoz v. 7-Eleven	4-22-19 delivery to USDC E. Temple St	2000 Accounts Payable (A/P)	16.03
05/03/2019	Bill		Golden State Overnight	Munoz v. 7-Eleven	4-17-19 delivery to USDC E. Temple St	2000 Accounts Payable (A/P)	26.08
05/16/2019	Bill	3914989	Golden State Overnight	Munoz v. 7-Eleven	5-6-19 delivery to USDC	2000 Accounts Payable (A/P)	23.04
05/18/2019	Bill	45444471R	Alfredo Torrijos	Munoz v. 7-Eleven	78.9 mi @ \$0.545 / mi - Travel from office of opposing counsel following Rule 16 meet	2000 Accounts Payable (A/P)	43.00
05/18/2019	Bill	45444471R	Alfredo Torrijos	Munoz v. 7-Eleven	Irvine Company - Parking at Call Jensen for in-person Rule 16 meet and confer.	2000 Accounts Payable (A/P)	7.00
05/18/2019	Bill	45444471R	Alfredo Torrijos	Munoz v. 7-Eleven	70.03 mi @ \$0.545 / mi - Travel to opposing counsel for Rule 16 meet and confer.	2000 Accounts Payable (A/P)	38.17
09/01/2019	Bill	50189827R	Alfredo Torrijos	Munoz v. 7-Eleven	Pacer - Pacer search and charges.	2000 Accounts Payable (A/P)	0.90
							<b>\$ 1,177.45</b>

Friday, Sep 20, 2019 09:51:28 AM GMT-7 - Accrual Basis

**EXHIBIT 2**

# LAFFEY MATRIX

History

Case Law

Expert Opinions

See the Matrix

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Links

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., McDowell v. District of Columbia, Civ. A. No. 00-594 (RCL), LEXSEE 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); Salazar v. Dist. of Col., 123 F.Supp.2d 8 (D.D.C. 2000).

\* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "8-10" on June 1, 2003.

Arias Decl.  
Exhibit 2, p. 19

#1536  
\*\* The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.